

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-076

**A RESOLUTION APPROVING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF SOUTH FULTON AND
UNION CITY FOR THE USE OF UNION CITY'S COURT FACILITIES**

WHEREAS, the City of South Fulton (the "City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, City Charter Section 5.10 establishes the municipal court for the City; and

WHEREAS, under Section 5.12 of the City Charter, the municipal court shall convene at regular intervals; and

WHEREAS, facilities are required for the municipal court to convene at regular intervals; and

WHEREAS, the City is authorized under City Charter Section 1.12(b)(7) and 3.10(e) to enter into contracts and agreements with private persons, firms, and corporations necessary for the proper administration of the affairs of the City; and

WHEREAS, the Mayor is authorized under City Charter Section 3.22(b)(4) to sign written and approved contracts and any necessary attendant documents thereof for the benefit of the City; and

WHEREAS, the City finds the Memorandum of Understanding Between the City of South Fulton and Union City for the Use of Union City's Court Facilities to be reasonable and in the best interests of the City and its residents.

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.
2. The Mayor is authorized to enter into a Memorandum of Understanding Between the City of South Fulton and Union City for the Use of Union City's Court Facilities, as generally set forth in the proposed contract that is attached to this Resolution as "Exhibit 1."

The foregoing Resolution No. **2017-076** was adopted on **December 12, 2017**, was offered by **Mayor Pro Tem Rowell**, who moved its approval. The motion was seconded by Councilmember **khalid**, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	<hr/>	<hr/>
Catherine Foster Rowell, Mayor Pro Tem	<hr/> ✓	<hr/>
Carmalitha Lizandra Gumbs	<hr/> ✓	<hr/>
Helen Zenobia Willis	<hr/> ✓	<hr/>
Gertrude Naeema Gilyard	<hr/> ✓	<hr/>
Rosie Jackson	<hr/> ✓	<hr/>
khalid kamau	<hr/> ✓	<hr/>
Mark Baker	<hr/> ✓	<hr/>

THIS RESOLUTION adopted this 12th day of December 2017. CITY OF SOUTH FULTON, GEORGIA.



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK

ITEM # Res 2017-076 PM 12/12/2017
REGULAR MEETING



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH
FULTON AND UNION CITY FOR THE USE OF UNION CITY'S MUNICIPAL
COURT FACILITIES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on the 19 day of December 2017 by and between the City of South Fulton, Georgia ("South Fulton") and the City of Union City, Georgia ("Union City"), both municipal corporations organized and existing under the laws of the State of Georgia, acting by and through their duly elected officials for the purpose of Union City allowing South Fulton to temporarily conduct its municipal court proceedings at the Union City Municipal Courthouse until South Fulton has secured its own facility. South Fulton and Union City are hereinafter collectively referred to as "Party" or "Parties."

WHEREAS, the City of South Fulton, was incorporated on May 1, 2017 and is currently transitioning services from Fulton County pursuant to Section 7.16(d) of its Charter;

WHEREAS, pursuant to Section 7.16(d) of its Charter, Fulton County has agreed to confer "regulatory authority and the appropriate court jurisdiction" to South Fulton on November 1, 2017;

WHEREAS, beginning November 1, 2017, South Fulton has full jurisdiction allowed by law to adjudicate any violation of law that occurs within its jurisdiction;

WHEREAS, it is necessary for South Fulton to have a dedicated physical location to adjudicate any violation of law that occurs within its jurisdiction;

WHEREAS, Union City has agreed to allow South Fulton to temporarily use its court facilities until South Fulton has secured a location for its municipal court;

WHEREAS, the Parties desire to enter into this MOU for the purpose of sharing the court facilities located at 5060 Union Street, Union City, Georgia 30291 as needed for both Parties to exercise their jurisdiction over violations that occur within their respective jurisdictions;

WHEREAS, pursuant to a mutually agreed-upon schedule set out below, the Parties will have access to the court facilities as needed to exercise their jurisdiction as deemed necessary;

WHEREAS, the Parties acknowledge that coordination between South Fulton and Union City is imperative for the public health, safety, and welfare;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Purpose:** The purpose of this MOU is to provide South Fulton authorization and permission to use Union City's court facilities to exercise its jurisdiction over violations that occur within its jurisdiction. The term "court facilities" referenced throughout this MOU refers to the Municipal Court located at the Union City Justice Center located at 5060 Union Street, Union City, Georgia 30291 and includes all courtrooms, holding facilities, and vestibules.
2. **Use of Union City's Court Facilities:** South Fulton has provided a Court Service Operations Plan to Union City demonstrating the scope within which South Fulton will utilize the court facilities. A copy of the Court Service Operations Plan is attached as Exhibit "A" and is by this reference incorporated herein. South Fulton shall have the authorization and permission to utilize Union City's court facilities to exercise its jurisdiction over violations that occur within its jurisdiction. Based on the Parties' understanding, South Fulton is authorized to utilize the court facilities on the following dates and times, excluding all federal and State holidays:
 - Every Tuesday from 8 a.m. to 5 p.m.;
 - Every Wednesday from 1:30 p.m. to 8:30 p.m.; and
 - Every Thursday from 8 a.m. to 5 p.m.

South Fulton shall have the right to utilize Union City's court facilities upon execution of this MOU. These facilities include access to a judge's chamber, storage room, and hard-wired network connectivity.

3. **Compensation:** As consideration for South Fulton's use of Union City's court facilities, South Fulton shall compensate Union City in the amount of \$250 per day, which shall be paid to Union City on the last day of every month.
4. **Default:** South Fulton shall have the right to use Union City's court facilities pursuant to the terms of this MOU for a period of twelve (12) months from the effective date of this MOU, so long as it tenders monthly payments to Union City on a timely basis. Should South Fulton fail to comply with the terms of the MOU, such failure shall be deemed to be a default under the MOU. Upon any default, Union City shall notify South Fulton in writing and allow South Fulton to cure the default within thirty (30) days of the written notice. If such default is not cured within that 30-day period, or if South Fulton indicates that it will not cure said default, this MOU shall, at Union City's sole discretion, be immediately terminated and South Fulton's use of the court facilities shall be extinguished.
5. **Amendments:** This MOU may be modified in writing at any time during the term by mutual written consent of both Parties.
6. **Relationship to Other Agreements:** Nothing contained in this MOU shall amend, alter, or modify any other Agreements entered into between South Fulton and Union City.
7. **Indemnification.** South Fulton will indemnify and hold harmless Union City and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the use of the courtroom facilities by South Fulton, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of South Fulton, and anyone directly or indirectly employed by South Fulton, or anyone for whose acts South Fulton may be liable. In any and all claims against Union City, or any of its agents or

employees, by any employee of South Fulton, or anyone directly or indirectly employed by South Fulton, or anyone for whose acts South Fulton may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for South Fulton under Workers' Compensation acts, disability benefit acts or other employee benefits acts.

8. Employees, agents and contractors of South Fulton shall remain employees, agents and contractors of South Fulton while performing their duties at the courtroom facilities in Union City. Nothing about the nature of the work performed by the employees, agents and contractors of South Fulton at the courtroom facilities in Union City will make the employees, agents and contractors of South Fulton be considered as employees, agents and contractors of Union City. South Fulton maintains the right to supervise and oversee all employees, agents and contractors of South Fulton performing work at the courtroom facilities in Union City. All Union City employees, agents and contractors performing work at the courtroom facilities in Union City will remain employees, agents and contractors of Union City.
9. **Notices:** All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to South Fulton: City Manager
5440 Fulton Industrial Boulevard
Atlanta, GA 30336
City of South Fulton

With a copy to: Josh Belinfante, City Attorney
Robbins Ross Alloy Belinfante Littlefield LLC
999 Peachtree Street NE Suite 1120
Atlanta, GA 30309

If to Union City: Sonja Fillingame
5047 Union Street
Union City, Georgia 30291

With copies to:

Dennis A. Davenport
McNally, Fox, Grant & Davenport, P.C.
100 Habersham Drive
Fayetteville, Georgia 30214

10. **Non-Assignability:** Neither party shall assign any of the obligations or benefits of this MOU.
11. **Effective Date:** This MOU shall be effective on January 1, 2018 and shall automatically terminate on December 31, 2018 (the "Expiration Date"). Prior to the Expiration Date, South Fulton may request to extend the term of this MOU for thirty-day increments by providing at least thirty days' written notice to Union City. Union City shall respond to such a request to extend the term of this MOU within 21 days of receipt of same.
12. **Entire Agreement:** The Parties acknowledge, one to the other, that the terms of this MOU constitute the entire understanding and MOU of the Parties regarding the subject matter of the MOU.
13. **Severability:** If a court of competent jurisdiction renders any provision of this MOU (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this MOU will continue in full force and effect as if the invalid provision or portion of the provision, were not part of this MOU.
14. **Binding Effect:** This MOU shall insure to the benefit of, and be binding upon, the respective parties' successors.
15. **Venue:** This MOU is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this MOU, the Parties agree that the venue shall be in the Superior Court of Fulton County, Georgia.
16. **Drafting of MOU:** This MOU shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed as having been prepared jointly by the Parties. Any ambiguity or uncertainty existing in this MOU shall not be interpreted or construed against any Party hereto. The Parties hereto agree that no representations except those contained herein

that have been made by any Party to induce the execution of this MOU by any other Party.

17. **No Third-Party Beneficiaries:** This MOU is made between and limited to South Fulton and Union City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than South Fulton and Union City, and no other person or entity shall be considered a third-party beneficiary of this MOU or otherwise entitled to enforce the terms of this MOU for any reason whatsoever.
18. **Counterparts:** This MOU may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

WHEREFORE, we have set our hands and seals hereon as of the date first above written.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

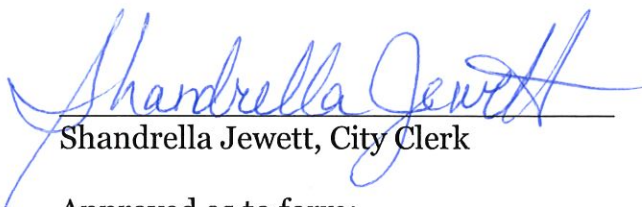
MAYOR AND COUNCIL FOR THE
CITY OF UNION CITY, GEORGIA

(SEAL)

By: 

VINCE R. WILLIAMS, Mayor

ATTEST:


Shandrella Jewett, City Clerk

Approved as to form:


City Attorney

MAYOR AND COUNCIL FOR THE
CITY OF SOUTH FULTON, GEORGIA

(SEAL)

By: 

WILLIAM "BILL" EDWARDS, Mayor

ATTEST:


Mark Massey, City Clerk

Approved as to form:

ITEM # Res 2017-076 RM 12/12/2017
REGULAR MEETING


Josh Belinfante, Interim City Attorney

MEMORANDUM

TO: JUDGE RONALD FREEMAN, CHIEF JUDGE, UNION CITY MUNICIPAL COURT

FROM: JUDGE TIFFANY C. SELLERS, CHIEF JUDGE, CITY OF SOUTH FULTON/
CITY OF RENAISSANCE MUNICIPAL COURT

SUBJECT: CITY OF SOUTH FULTON/CITY OF RENAISSANCE MUNICIPAL COURT'S PROCEDURES AND PROTOCOLS

DATE: NOVEMBER 23, 2017

CC: MAYOR WILLIAM "BILL" EDWARDS, CHIEF DARRYL HALBERT,
MUNICIPAL COURT STAFF, CAPT. THERON GRIFFIN, FRANK MILAZI

The following memo outlines the City of South Fulton/ City of Renaissance Municipal Court's procedures and protocols.

JUDGE:

Tiffany C. Sellers, Chief Judge

Two (2) Associate Judges will be hired within the next 60-90 days. We will provide you with the names and contact information for these Judges as soon as they are hired.

COURT LOCATION:

We have requested to use Union City's courtroom, 5060 Union Street, Union City, Georgia 30291. We will bring our own I.T equipment (except for internet connectivity), security and court staff, as well as supplies.

CITY OF SOUTH FULTON/ CITY OF RENAISSANCE CLERK'S OFFICE:

- Staff:

The City of South Fulton/ City of Renaissance's Municipal Court's Clerk's office is fully staffed as follows:

Lakesiya Cofield, Court Administrator

Lillian Triplett, Clerk of Court

Ramona Howard, Sr. Court Clerk

Katrina Weaver, Sr. Court Clerk

EXHIBIT "A"

These ladies have more than 20 years of court experience combined.

- Staffing Requirements

At each court calendar, two members of the City of South Fulton/ City of Renaissance Municipal Court's Clerk's Office. Generally, Ms. Triplett will be present and the Sr. Court Clerks will rotate according to assigned schedule. Ms. Triplett will be assisting the Judge with the docket and the Sr. Court Clerk will be taking payments and processing paperwork as assigned by Ms. Triplett.

- Location

The City of South Fulton/ City of Renaissance Municipal Court Clerk's Office is located at 5440 Fulton Industrial Boulevard, Atlanta, Georgia 30336. This address is provided on all citations, and Defendants have been instructed that they can pay fines and fees prior to their scheduled court dates at this location.

- Contact Phone Number

The City of South Fulton/ City of Renaissance Municipal Court Clerk's Office's phone number is 470-809-7400. This number is answered by a Sr. Clerk Court during the Clerk's Office normal business hours.

- Hours of Operation

The City of South Fulton/ City of Renaissance Municipal Court Clerk's Office's normal hours of operation are Monday-Friday, 9:00a.m. through 4:00p.m.

- Court Calendars

In keeping with our Mayor's vision of "efficient and effective government," The City of South Fulton/ City of Renaissance Municipal Court has several calendars, which are designed to adjudicate matters as efficiently as possible. The list below is what has been presented to our City Council, and is presently posted on our city's website.

Plea and Arraignment: Every Tuesday at 9:30a.m. and 1:30p.m.

Code Enforcement/ Environmental: 1st and 3rd Wednesday at 1:30p.m.

Probation Status/ Revocation and Motions Calendar: 2nd and 4th Wednesday at 1:30p.m.

Failure to Appear Calendar: Every Wednesday at 5:30p.m. (this calendar allows anyone who has failed to appear for their scheduled court date an opportunity to resolve their cases before a bench warrant is issued. In the event a bench warrant has already been issued, a Defendant can still avoid arrest by resolving their matter during this calendar.)

Bench Trial: Every Thursday at 10:00a.m. and 5:00p.m.

- Court Notices

EXHIBIT "A"

It is the goal of The City of South Fulton/ City of Renaissance Municipal Court Clerk's Office to send a court date reminder to each Defendant prior to their court date. Additionally, any court date changes will be communicated via U.S. Mail at least 10 days prior to the scheduled court date. We are also considering a text message reminder system to remind Defendants of their scheduled court date.

- Software

The City of South Fulton/ City of Renaissance Municipal Court Clerk's Office has contracted with Courtware Solutions to provide and service our court management software. The software has already been installed on our computers, and is operational on our computers.

- Methods of Payment

The City of South Fulton/ City of Renaissance Municipal Court accepts the following forms of payment: Cash, Money Order, Certified/Bank Check, as well credit cards via Government Windows.

COURTROOM SECURITY:

Security for The City of South Fulton/ City of Renaissance Municipal Court will be provided by Fulton County Police Department/ City of Renaissance Police Department. Officers assigned to the Court Services Division will use their County/ City issued weapons and supplies, including the hand-wand metal detectors. A detailed outlined of the applicable Police SOP is attached hereto. This SOP was adapted from Union City's SOP re: Courtroom Security.

PROBATION SERVICES:

The City of South Fulton/ City of Renaissance Municipal Court is contracting with Professional Probation Services ("P.P.S.") to provide probation services to Defendants. It is our understanding that Union City already contracts with P.P.S., and P.P.S. has indicated that they are prepared to send at least two (2) employees to assist during Plea and Arraignment and bench trial calendars.

JAIL SERVICES:

The City of South Fulton/ City of Renaissance Municipal Court is contracting with the City of East Point to provide jail services for us. Initially, East Point will only house inmates whose sentences include incarceration, as the police officers have been instructed to utilize Fulton County's citation books should they feel the need to make an arrest and book those individuals into the Fulton County Jail. As soon as the City of South Fulton/ City of Renaissance creates its own Police Department and the Court Services Division is fully staffed, officers will begin booking individuals who are arrested into the East Point Jail. Prior to that transition, we will submit an update Court Services plan that will outline our plans for inmate transport and first appearance calendars.

I.T. SERVICES AND REQUIREMENTS:

The City of South Fulton/ City of Renaissance Municipal Court will provide all of its I.T. equipment except for the internet connectivity. Specifically, every employee of the City of South Fulton/ City of Renaissance Municipal Court Clerk's Office has been provided with a city issued laptop and cell phone, which will be used during court sessions. Furthermore, we have purchased

EXHIBIT "A"

a printer/copier/scanner, which we will use during court sessions. The only assistance we require from Union City is access to the internet. Moreover, we have already obtained our O.R.I. number (GA060D51J), which has been confirmed by the GBI and the Georgia Department of Driver Services. We have submitted our Terminal Request Form to GCIC for review, and have requested our site visit. It is our hope to have this completed by December 12, 2017.

COURT REPORTING SERVICES:

We are contracting with Orange Legal Group to handle all of our court reporting needs. We intend to have all plea and arraignments taken down, as well as all probation revocation hearings. Additionally, Defendants will have the option to have bench trials taken down, for a fee.

INTERPRETER SERVICES:

We are contracting with Professional Linguistics to provide interpreting services for our Court. In the event we have an emergency, we will use the Language Line.

EXHIBIT "A"